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AGREEMENT

between

HACKETTSTOWN BOARD OF EDUCATION

and

HACKETTSTOWN EDUCATION ASSOCIATION, INC.

July 1, 1984

to

June 30, 1987

HACKETTSTOWN EDUCATION ASSOCIATION, INC.

AND

THE BOARD OF EDUCATION
OF HACKETTSTOWN, NEW JERSEY

EMPLOYMENT AGREEMENT

AGREEMENT made this 16th day of June, 1984, between the HACKETTSTOWN EDUCATION ASSOCIATION, INC., hereinafter called "Association", and the BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN, in the COUNTY OF WARREN, hereinafter called "BOARD".

WHEREAS, the parties hereto have reached an Agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to New Jersey state law, mutually agree as follows:

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1984-85, 1985-86 and 1986-87 Teacher Salary Guides
 1984-85, 1985-86 and 1986-87 Secretarial Salary Guides
 1984-85, 1985-86 and 1986-87 Maintenance Salary Guides
 1984-85, 1985-86 and 1986-87 Custodial Salary Guides
 Special Services Salary Guides (see Article IX)
 Student Activities Salary Ranges

ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Classroom Teachers
Librarians
Nurses
Learning Disability Teacher-Consultant
Guidance Counsellors
Department Chairpersons
School Psychologist
Speech Correctionists
Social Workers
Band Directors
Custodians
School Building Secretaries

Excluded: Director of Special Services

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement. Negotiations for the successor Agreement shall commence no later than October 31 of the year prior to termination of the Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definition: A "grievance" is a claim by an employee or the Association on behalf of an employee or group of employees based upon an alleged mis-interpretation, misapplication, or violation of this Agreement, Board policies, or administrative decisions rendered thereunder affecting the working conditions or terms of employment of an employee or group of employees.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The Association agrees that those items which are expressly related to the Ridgefield Park decision of the New Jersey Supreme Court will not be subject to the Grievance Procedure.

C. In the following procedure it is understood that the employee has the option to proceed either directly or to be accompanied by a representative of the Association:

1. The parties agree to follow the procedures outlined in this Agreement and to use no other channels to resolve any question or proposal until the procedures in the Agreement are fully exhausted. A grievant who does not meet the timelines as prescribed automatically waives the right to further appeal, and the grievance shall automatically be considered null and void.
2. Any Board of Education employee who has grievance (as heretofore defined) shall within thirty (30) school days following the occurrence of the alleged happenstance present it first to the Professional Rights and Responsibilities Committee of the Hackettstown Education Association to decide the worth of the grievance. The P.R.&R. Committee shall make a decision within ten (10) school days. If the employee is dissatisfied with the decision of the P.R.&R. Committee, the employee has the right within seven (7) school days to continue the grievance by discussing it with the Supervising Principal (or the immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the employee shall within four (4) school days set forth the grievance in writing to the Principal. The Principal shall communicate the decision on the matter to the employee in writing within four (4) school days of the receipt of the written grievance. Carbon copy to go to the Principal and Superintendent.
4. The employee may appeal the Principal's decision within seven (7) school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall arrive at a decision within seven (7) school days of receipt of the written appeal. The Superintendent shall communicate the decision on the matter in writing, along with supporting reasons, to the employee. Carbon copy to the Principal, Superintendent, and members of the Board of Education.
5. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request within seven (7) days that a committee of the particular employee organization such as the Hackettstown Education Association's Professional Rights and Responsibilities Committee, which includes employees of the Hackettstown School System, review the grievance. The Committee will use its best influence to eliminate grievances which in its opinion are not worthy of further consideration. If the matter is not resolved within fourteen (14) school days, the Committee shall drop the matter from further consideration.

6. If after all preceding steps as stipulated heretofore have been utilized a grievance alleges misinterpretation, misapplication or violation of the Agreement, the employee shall refer the grievance through the Superintendent's office to the Board of Education within four (4) school days of the determination of the HEA's P.R.&R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent, and Board.
7. If the grievance involves misinterpretation, misapplication or violation of the written Agreement, the employee shall have the right within ten (10) school days following the decision of the Board to request binding arbitration pursuant to rules and regulations established by the American Arbitration Association under the provisions of N.J. law. The recommendation for settlement made by the Arbitrator will be binding on both parties. The cost of the Arbitrator's services, if any, shall be shared equally by the parties and each of the parties shall bear their own costs.
8. If the grievance alleges misinterpretation, misapplication or violation of Board policies or administrative decisions involving the interpretation or application of Board policies, the grievance may be referred through the Superintendent's office to the Board of Education within four (4) school days of the determination of the HEA's P.R.&R. Committee. The appeal to the Board must be in writing and must set forth the grounds upon which the grievance is based. The Board shall hear the employee at its next conference and shall inform the employee of its determination in writing within eight (8) days after the conference. Carbon copies shall go to the Principal, Superintendent and Board. Said grievance shall not be subject to binding arbitration.
9. No claim by an aggrieved party shall constitute an arbitrable grievance beyond Board level or be processed beyond Board level if it pertains to:
 - a. any matter for which a detailed method of review is prescribed by law; or
 - b. any rule or regulation of the State Commissioner of Education; or
 - c. any existing by-laws of the Board of Education; or
 - d. any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone; or
 - e. any complaint of a non-tenured teacher which arises by reason of not being reemployed.

10. When it is determined by the H.E.A. that a court appeal shall be undertaken following an arbitrator's decision, the following conditions shall prevail: If the court rules in favor of the Association, the Board of Education will compensate the Association up to a maximum of \$1000 for attorney fees and court costs in connection with all court proceedings. On the other hand, if the court rules in favor of the Board, the Association will compensate the Board up to a maximum of \$1000 for attorney fees and court costs in connection with all court proceedings. In no event, however, will either party be required to pay to excess of \$2000 within the existence of the negotiated Agreement for such costs.

ARTICLE IV EMPLOYEES' RIGHTS

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Laws or other applicable laws and regulations.
- B. The Board and the Association agree that there shall be no disciplinary action, reprimand or deprivation of any employees' rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to comply with all reasonable requests by the Association for available information within the public domain which may be necessary for the Association to process any grievance or complaint.
- B. The Association shall have the privilege to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall approve in advance of the time and place of all such meetings.
- C. The Association shall have the privilege of reasonable use of the interschool mail facilities and school mail boxes.
- D. The President of the Association shall meet with the Superintendent for the purposes of scheduling two (2) hours of release time per week for the President or a teacher designee in periods other than normal preparation and lunch to conduct Association business.

It is understood that arrangements may vary from year to year depending upon the needs of the educational program and that any conduct of Association business will not interfere with the educational process of the District.

The above cited meeting shall occur prior to September 10th. Said schedule shall be established no later than September 15th of each contract year.

ARTICLE VI SCHOOL CALENDAR

A committee of three (3) employees shall be appointed by the Association to advise and recommend to the Administration an appropriate calendar for the school year on or before March 1, from the period September 1 to June 30.

ARTICLE VII TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to sign in or out. However, if - in the judgment of the Administration - the provisions of subsequent Article VII D 3, which deals with times for daily reporting for duty and leaving the building, are persistently violated by a teacher, or teachers, that person - or persons - shall be required to "clock in and clock out" at the discretion of the Administrator. The Association will be notified when such action is taken.
- B. Teachers shall have a daily duty-free lunch period of at least the following lengths:
 - 1. Primary School - - - - - 30 minutes
 - 2. Middle school - - - - - 30 minutes
 - 3. High School - - - - - 30 minutes
- C.
 - 1. Classroom teachers shall, in addition to their lunch period, have preparation time daily during which they shall not be assigned to any other duties.
 - 2. When a teacher is requested to forfeit an unassigned period to cover a class or activity of another teacher, the teacher shall be compensated at the rate of \$8.50 per period. Such coverage shall be arranged by the Building Principal or with the approval of the Building Principal.
- D.
 - 1. The in-school work year for the professional staff employed on a ten-month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed 187 school days.
 - 2. Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article VII D 1, shall be compensated at a salary proportionate to the teacher's regular salary.
 - 3. Professional employees shall be required to report for duty ten (10) minutes before the opening of the pupils' school day, and shall be

permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as stated in Article VII E. There will be no professional meetings on Fridays and on days preceding holidays and vacations.

- E. 1. Building-based teachers may be required to remain after the end of the regular work-day, without compensation, for the purpose of attending building-faculty and other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and ordinarily last no more than sixty (60) minutes. If a meeting shall exceed sixty minutes, a teacher may leave after such length of time has been reached. The number of meetings called by individual Building Administrators will not exceed ten (10) regular and five (5) additional or special meetings during any school year. These do not include meetings called by the Superintendent of Schools.
 - 2. The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to regular meetings. Teachers shall have the opportunity to suggest items for the agenda. This requirement of notice and agenda for meetings shall be waived in cases of emergency.
- F. No specific limit shall be set as to the size of any class. However, everything possible shall be done to establish and maintain class groups that are reasonable in pupil size commensurate with an effective educational program.

ARTICLE VIII TEACHER EMPLOYMENT

- A. Credit for previous outside teaching experience in a duly accredited school may be granted new employees of the Board at the time of initial employment. Credit for military service shall not exceed four (4) years.
- B. It is the intent of the Board to notify teachers of their contract and salary status for the ensuing year as early in the school year as possible but in no case later than April 30.
- C. 1. Beginning September 1, 1972, and thereafter, only undergraduate or graduate credits earned after the awarding of the bachelor's degree, and approved by the Superintendent, will be recognized as credit toward bachelor's plus 15 or bachelor's plus 30 on the salary scale.
- 2. To qualify for placement on the masters's degree plus 30 scale, a person must have earned a master's degree and, in addition, must have accumulated a minimum of 30 additional graduate credits. Such graduate credits may be acquired any time after the granting of the bachelor's degree.
- 3. Advancement from one category to another on the salary guide shall be granted effective September 1 and February 1. Payment shall be made retroactive to September 1 and February 1 upon presentation of evidence of eligibility, which must be presented no later than September 30 and February 28.

- D. All full time teacher appointments are to be on a ten (10) month contract basis with summer appointments separately contracted.

ARTICLE IX SALARIES

The salaries of all employees covered by this Agreement are set forth in the schedules which are attached hereto and made a part thereof.

- A. When pay day is on or during a school holiday, vacation, weekend or bank holiday, employees shall receive their paychecks on the last previous work day. In the event that there is a computer malfunction which precludes payrolls in accordance with the time cited in the Agreement, payment shall be made as soon as possible after the malfunction is corrected. The Board shall seek to correct the computer malfunction as expeditiously as possible.
- B. Employees on 20 payment option shall receive their final checks on the last working day in June provided they have fulfilled all professional responsibilities to the satisfaction of the Administration.

- C. The salaries of Department Chairpersons shall be as follows:

Chairpersons with BA -	\$925 - 84-85	\$1025 - 85-86	\$1225 - 86-87
Chairpersons with MA -	1100 - 84-85	1200 - 85-86	1300 - 86-87
Chairpersons with MA &	1700 - 84-85	1800 - 85-86	1900 - 86-87

- D. A stipend of \$1400 shall be paid to Guidance Personnel, the Learning Disability Teacher-Consultant, the School Psychologist and the Social Worker for 1984-85. In 1985-86, the stipend will be \$1500 and in 1986-87 \$1600.

An individual in this group working an extra or 11th month shall be paid an additional 10% of the base salary as derived from the guide. The High School Guidance Director shall be viewed for salary purposes in the same light as Department Chairpersons.

A stipend shall be paid to Speech-Correctionists in this assignment in 1981-82 and continuing to the present time in this assignment. All new assignments after 1981-82 are not to be compensated with a stipend. For 1984-85 a stipend of \$1400 shall be paid Speech-Correctionists who qualified for stipend in 1983-84. In 1985-86 the stipend will be \$1500 and in 1986-87 \$1600.

- E. The Board will review and appoint all coaching and extra curricular positions each year. Applications for such positions are to be submitted to the Board office by March 1 preceding the year for which appointment is requested. The Board will notify applicants of appointment by April 30.
- F. Home instruction payment is to be eleven (11) dollars in 1984-85 and 1985-86. In 1986-87 payment will be twelve (12) dollars.

- G. Employees have the option of selecting a summer savings plan with the Board of Education selecting a local bank depository.

ARTICLE X TEACHER ASSIGNMENT

- A. Upon request, all teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1, any teacher affected shall be notified in writing.

ARTICLE XI VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XII PROMOTIONS

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent.

ARTICLE XIII TEACHER EVALUATION

- A. The procedure for evaluation shall be as defined in the Board policy for teacher evaluation and are incorporated by reference in this Agreement. It is agreed that the Board retains all rights to establish criteria for teacher evaluation.
- B. All teacher evaluation shall be conducted by persons certified by New Jersey Board of Examiners to supervise instruction. Observations for curriculum fulfillment may be carried on by Department Chairpersons without above certification. However, these observations shall not be considered as part of teacher evaluation.
- C. All formal evaluations will be discussed with the teacher being evaluated.

ARTICLE XIV
SICK LEAVE

- A. Ten month contract employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve month contract employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years.
- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.
- C. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Violation of sick leave policy will result in loss of pay for the day or days involved.
- D. The employee, upon retirement, after ten (10) years of regularly appointed service in the Hackettstown School District, shall receive a lump sum payment of \$10.00 per day for each day of unused accumulated sick leave which was accumulated while employed in the Hackettstown School District. Such payment shall be limited to ten (10) days per year for all employees.

ARTICLE XV
TEMPORARY LEAVE OF ABSENCE

All full time contract employees shall be entitled to the following leaves of absence with full pay each school year:

- A. One day of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification by telephoning the answering service and stating that day of absence is to be personal day.
- B. One day for business leave to take care of business which cannot be transacted other than during school hours. In this instance, the reason must be specifically detailed and explained. Judgment as to the validity and appropriateness of the reason(s) presented for absence because of business necessity shall be solely the responsibility of the Superintendent. Prior written approval of the Superintendent must be obtained.
- C. Personal day and business day entitlement are not accumulative. Personal leave day may be used for religious absence.
- D. If death occurs in the immediate family of any employee, that employee will be allowed absence, without reference to sick leave, at full pay as follows: Allowance of five (5) days for parents or guardians, mother and father-in-law, spouse and own children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law.

- E. In the event of illness in the immediate family that creates an emergency situation, an employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents, spouse and own children.
- F. Employees shall be granted a maternity leave under existing State law. In keeping with State law, accumulated sick day entitlement may be used for periods of disability caused by reasons of pregnancy and maternity.
- G. Temporary leave of absence without pay may be granted by the Board to full-time contract employees. Such leave -- for any reason or number of days -- shall be granted or denied at the sole discretion of the Board.

ARTICLE XVI EXTENDED LEAVE OF ABSENCE

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted a leave of absence shall be required to notify the Board of intent to return or not return to work not less than three (3) weeks prior to expiration of the leave.
- B. The Board of Education may grant a sabbatical leave of absence to a teacher for a full school year upon the recommendation of the Superintendent of Schools and subject to the following conditions:
 - 1. The teacher has completed at least seven (7) years of continuous full-time service in the Hackettstown School system prior to the first sabbatical leave and seven (7) continuous full years of service between subsequent leaves.
 - 2. The teacher shall agree to devote the sabbatical leave of absence to study which will contribute substantially to the teacher's educational growth.
 - 3. During the sabbatical leave, the teacher agrees not to engage in any full-time employment for remuneration.
 - 4. The teacher shall agree to remain in the service of the Hackettstown School system after the expiration of the sabbatical leave for at least two (2) full years.
 - 5. During a sabbatical leave a teacher shall remain in the inactive employ of the Board and shall receive an annual compensation equal to fifty (50) per cent of the ten month contract for that year. From this compensation there shall be made the regular deductions for the Teachers' Pension and Annuity Fund and such other deductions required by law and/or normally requested by the teacher.
 - 6. Upon the return from the sabbatical leave, the teacher shall be placed on the same level of the salary schedule which would have been achieved if actively employed in the system during the period of the leave.

7. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) per cent of full-time certificated teachers during any single school year.
8. Petitions for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed on by the Association and the Superintendent no later than January 1 preceding the school year for which the sabbatical leave is requested. Action shall be taken by the Board no later than March 1 following submission of the request.
9. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study in the form of passing grades in order to advance on the salary scale. Otherwise, the teacher shall return at the salary level payable during the sabbatical year.
10. If the leave is granted for research, successful evidence of completion of or advancement in the research study must be submitted to the Superintendent in order to qualify for salary increment advancement as indicated above.
11. Persons granted a sabbatical leave shall be required to make continual reports to the Superintendent of Schools indicating progress of the sabbatical leave so as to assure that the purpose for which it was intended is being attained. (Such reports shall not be the sole cause for surrender of the sabbatical.)
12. Upon return, the person granted the sabbatical shall make a full report to the Board of Education and Superintendent. Such report shall be subsequently filed in the appropriate area of the school library. Publishers' rights shall not be denied the author regardless of whether or not the material is copyrighted.

ARTICLE XVII PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to advise and recommend programs to guarantee the safety of students, employees and property.

ARTICLE XVIII INSURANCE PROTECTION

A. Health Care Coverage

The Board shall provide health care insurance protection as designated below. The Board shall pay the full premium for family, single or dependent plan. Provisions of the health care insurance program shall be detailed in master policies and contracts. The Board of Education

will not assume any liability or admit any liability for any coverage or benefits not provided in the master policy.

1. Provisions of coverage

Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage
- g. Family Prescription Coverage - \$3.00 co-pay
- h. Second opinion insurance

2. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

3. Retirement Coverage

Employees who retire from employment may subscribe for continuation of health care insurance coverage as set forth in Paragraphs A 1 and A 2 of Article XVIII at group subscriber rates as available to the Board. In these cases premiums will be payable by the employee to the Board in accordance with requirements of the Board and the insurance carrier.

B. Dental Care Coverage

The Board shall provide employee dental care insurance as set forth in memorandum to the Association effective the 1985-86 school year and family coverage effective the 1986-87 school year.

1. Provisions of Coverage

Preventive and Diagnostic - 100%
Basic Services - 50%
Prosthodontic Services - 50%

Maximum amount \$1000 per person, \$50 annual deductible per person or \$150 per family (not applicable to preventive and diagnostic).

- C. The Board shall request the carrier to provide to each teacher a description of insurance coverage provided under this Article, no later than the beginning of the contract year, setting forth a clear description of the conditions and limits of the policy.

D. Complete Annual Coverage

The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st for employees on contract continuing in the employ of the Board following the summer recess. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

E. Tax Sheltered Annuity

A tax sheltered annuity plan shall be implemented for those wishing to have deductions from salary. This plan shall be limited to a single company that is mutually satisfactory to both the H.E.A. and the Board of Education.

ARTICLE XIX
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Packettstown Education Association, the Warren County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.
- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.
- C. Any employee may have such educational dues discontinued from payroll deductions prior to January 1st or July 1st upon written notice to the Board of Education for the coming school year starting September 1st.
- D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of NJSA34:13A-5.4 (Agency Shop Law).

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all costs of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of the

provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

- E. The Board agrees to deduct salary withholdings for U.S. savings bonds from an employee's paycheck upon receipt of written notice from the employee to do so.

ARTICLE XX INSTRUCTIONAL COUNCIL

The Instructional Council shall be organized as follows: One member of the Board of Education (appointed by the President), the Superintendent, the High School Principal, one Elementary Principal, and five teachers designated by the Association (with all schools being represented). The meetings shall be called by the Superintendent, either at the Superintendents' discretion or upon the request of any member of the Council. There shall be a minimum of two meetings per year; the chairpersonship shall be rotated from teacher to non-teacher yearly and the meetings shall be held after school hours. Under no circumstances should any session be called without specified agenda items listed for discussion.

The purpose of the Council shall be to research and study matters of educational concern and present the results of such study along with any recommendations to the Board. A copy of results of the study shall also be forwarded to the Association.

ARTICLE XXI PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. The Board shall pay full cost per graduate credit and full cost per undergraduate credit to a maximum of 12 credits earned per school year, consistent with Paragraph B thereof. This full cost is defined as the cost per graduate or under-graduate credit at New Jersey State Colleges at the time of enrollment for the course. To receive remuneration applicant must apply for reimbursement within six (6) months of completion of course and must be an employee of the Hackettstown School District.
- B. Except for specific undergraduate credits required by the Board, reimbursement for graduate credits only will be granted to professional persons, i.e. teachers, guidance personnel, librarians and nurses. To be eligible for such payment these persons (1) must have received advance approval of the Superintendent of Schools to pursue a course or courses, and (2) shall provide professional evidence of successful completion and (3) courses must be in the area of the teacher's teaching assignment.
- C. Other employees may apply for reimbursement for course study for which undergraduate credit is given. However, it is not the purpose of the Board of Education to subsidize payment for college work leading toward attainment of a baccalaureate degree. Rather, it is the intent of the Board to have courses approved by the Superintendent only when,

in the Superintendents' judgment, they will be of specific benefit to the District through enhancement of the employees' work in the employees' particular position.

- D. The maximum liability to the Board shall not exceed \$14,000 for each year of this Agreement.

ARTICLE XXII BOARD'S RIGHT CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, assign and retain employees in positions in the School District and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE XXIII CUSTODIAL STAFF

- A. The Superintendent of Schools may dismiss a custodian beyond the probationary period by giving 60 calendar days notice in writing. Such dismissal shall be accompanied by written charges brought because of inefficiency, incapacity, conduct unbecoming a custodian, or other just charges.

Any custodian who has been employed full-time beyond a period of one (1) year, shall have the right to appeal the dismissal action of the Superintendent to the Board of Education. This appeal must be submitted, in writing, to the Secretary of the Board within 15 calendar days of notification of dismissal. The formal hearing of the appeal by the Board shall take place within 15 calendar days of its receipt by the Secretary. It shall require a majority of the entire Board (5 votes) to sustain the action of the Superintendent; otherwise, the custodian will be reinstated to his/her position. The vote shall not be delayed beyond the next regularly scheduled meeting. Failure to vote within this prescribed time shall be deemed a decision adverse to dismissal.

Further, it shall be the responsibility of the Supervisor of Buildings and Grounds to make certain that adequate procedures exist to inform a custodian in writing that his/her performance does not meet standards required by the District. Any custodian, beyond the probationary period, must receive written notification from the Supervisor of Buildings and Grounds that a recommendation of dismissal is being made to the Superintendent and that termination of employment could result. This notification shall be accompanied by reasons, also in writing, as to why said recommendation is being made.

None of the above is to be construed as waiving the authority of the Superintendent to suspend any employee, professional or non-professional. (Such right is established by law.)

This does not apply to custodians who have not satisfactorily completed their probationary period nor does it apply to custodians who are dismissed due to reduction in force.

- B. The Board agrees that in addition to the current practice of allowing the head custodian and the lead maintenance person two days of attendance at the N.J.E.A. convention all other custodial and maintenance personnel shall be allowed one day to attend said convention. The days to attend said convention shall be rotated on a one-man-on one-man-off basis. Such scheduling to be developed by the Supervisor of Buildings and Grounds.
- C. The Board shall pay each custodian and maintenance employee \$50.00 per year to purchase a pair of approved safety shoes. Specifications and type of shoe are to be determined by the District Business Administrator and a representative of the custodian unit.
- D. The Board shall pay each custodian and maintenance employee required to work on a regular basis outside during the winter months \$50.00 per year to purchase an approved winter weight work jacket. Ten stand-by jackets for custodians and maintenance winter use and ten stand-by sets of rain gear will be provided by the Board for custodial and maintenance use.

The Board shall provide a uniform rental service for all contract maintenance and custodial employees and shall provide coveralls for head custodians and lead employees.

Specifications and type of winter weight work jacket and rain gear are to be determined by the District Business Administrator and a representative of the custodial/maintenance unit.

Reimbursement for shoes and jackets is to be made by application to the School Business Administrator and is to include purchase receipt for the required item.

- E. Custodians and maintenance employees working under a twelve (12) month Contract shall receive twelve (12) sick days.
- F. Custodians and maintenance employees required to work on a Sunday or an enumerated holiday shall receive double pay.
- G. Custodians and maintenance employees required to work over-time shall receive a wage guarantee of one (1) hour minimum.
- H. Custodians with an "in-charge" license will receive a stipend of \$500 per Contract year, said stipend to be off the guide.

I. The following holidays will be granted maintenance and custodial employees:

- a. New Year's Day
- b. President's Holiday Weekend (to include Washington's or Lincoln's birthday)
- c. Good Friday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Thanksgiving Day
- h. Day after Thanksgiving Day
- i. Christmas Eve Day
- j. Christmas Day
- k. New Year's Eve Day
- l. One floating holiday to be taken with prior approval of Supervisor

If a holiday falls on a weekend, the custodians and maintenance staff are to be given either the last working day prior to the holiday or the first working day after the holiday off. The Board of Education will decide whether the custodians and maintenance staff get the day before the holiday off or the day after the holiday.

J. Vacation entitlement for custodial and maintenance employees shall be as follows:

- 1 to 8 years of service in District . . . 2 weeks
- 9 to 13 years of service in District . . . 3 weeks
- 14 plus years of service in District . . . 4 weeks

Accrual of vacation entitlement is to be as of service anniversary date. All annual entitlement is to be taken during the summer closing of school immediately following the date of earned entitlement. Although vacation should be taken during the summer school closing period, some vacations may be taken at other times. In the latter case, employees must obtain prior approval of their Supervisor and the Superintendent.

ARTICLE XXIV SECRETARIAL STAFF

A. During the school year the secretarial work day shall consist of eight (8) hours, with the Building Principal arranging the time to best serve school needs. Normally, this will be from 8:00 am to 4:00 pm.

Summer office hours shall be as follows:

Elementary and Middle Schools 8:00 am to 3:00 pm
High School 9:00 am to 3:00 pm

All secretarial and clerical staff employees shall have a one-hour lunch period throughout the year which is included in their work-day schedule.

- B. During the Spring and Winter recess, secretaries will be required to work no more than two (2) days in each of the vacation periods. The Superintendent will arrange the schedules for each of the schools in advance.
- C. On days when school is closed for inclement weather, secretaries shall not be required to report for work.
- D. When a secretarial employee of the Hackettstown District is promoted from one category to another, the employee shall receive the differential in salary between the two categories plus the employee's negotiated raise.
- E. The Board agrees that twelve-month secretaries shall be entitled to summer vacation anytime from the closing of school in June to the opening of school in September. Such vacations will be equally distributed throughout the vacation period. However, although vacation should be taken during the summer school closing period, some vacations may be taken at other times. In the latter case, employees must obtain prior approval of their Supervisor and the Superintendent. In all instances the Superintendent shall retain supervision of vacation schedules; however, no schedule will be unreasonably denied.

Vacation entitlement for twelve-month secretarial employees shall be as follows:

1 to 8 years of service in District . . .	2 weeks
9 to 13 years of service in District . . .	3 weeks
14 plus years of service in District . . .	4 weeks

Accrual of vacation entitlement is to be as of service anniversary date.

- F. Copies of job descriptions for secretarial staff shall be available in the Superintendent's office as per policy manual.

ARTICLE XXV MISCELLANEOUS PROVISIONS

- A. The Board shall not discriminate in its employment policies or practices as required by law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual Contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual Contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail, return receipt.

requested, and the following addresses:


1. If by Association, to Board at the Board of Education Office
 2. If by Board, to Association President
- E. It is understood by all parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey school laws to other applicable laws or regulations.
- F. This Agreement shall be Board policy for the duration of the Agreement.

DURATION OF THIS AGREEMENT: This Agreement shall be effective July 1, 1984 and continue in effect through June 30, 1987.

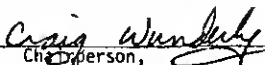
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN

Attest:

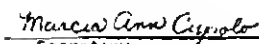

Secretary

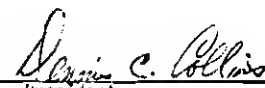
BY: 
President


Chairperson,
Negotiations Committee

THE HACKETTSTOWN EDUCATION ASSOCIATION, INC.

Attest:


Secretary

BY: 
President


Chairperson,
Negotiations Committee

HACKETTSTOWN TEACHERS SALARY GUIDE

	8A			BA+15			BA+30		
	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87
1	15014	16074	17500	16016	17376	19000	16528	18000	19600
2	15504	16614	18024	16556	17816	19426	17268	18428	20100
3	15944	17104	18564	16996	18356	19866	17708	19068	20528
4	16384	17544	19054	17436	18796	20406	18148	19508	21168
5	16874	17984	19494	17876	19236	20846	18588	20048	21608
6	17314	18474	19934	18316	19676	21286	19228	20488	22148
7	17754	19014	20424	18856	20116	21726	19568	20928	22588
8	18249	19454	20964	19296	20756	22166	20008	21468	23028
9	18665	19949	21404	19819	21196	22806	20585	21908	23568
10	19673	20565	21899	20396	21719	23246	21163	22585	24008
11	20179	21373	22515	20391	22256	23769	21658	23163	24685
12	20785	21979	23323	21441	22791	24346	22180	23858	25263
13	21374	22585	23929	22974	23341	24841	22858	24180	26008
14	21990	23174	24535	22706	23874	25391	23490	24858	26330
15	22540	23739	25124	23256	24636	26024	24349	25490	27028
16	23142	24349	25740	23934	25144	26656	24645	26040	27640

1984-85 Supermaximum for Teachers at or above Step 16 during 1983-84 are as follows: BA \$1600, BA+15 \$1700, BA+30 \$1800
 1985-86 Supermaximum for Teachers at or above Step 16 during 1984-85 are as follows: BA \$1700, BA+15 \$1800, BA+30 \$1920
 1986-87 Supermaximum for Teachers at or above Step 16 during 1985-86 are as follows: BA \$1800, BA+15 \$1900, BA+30 \$2000
 Difference amounts for total years in Education are as follows: 18-20 years \$100, 21-24 years \$200, 25-30 years \$300
 31-40 years \$400, 36-40 years \$500, 41 years and over \$700

HACKETTSTOWN TEACHERS' SALARY GUIDE

	<u>MA</u>				<u>MA+30</u>			
	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>	<u>1986-85</u>	<u>1985-86</u>	<u>1986-87</u>		
1	17896	19356	21000	19280	20740	22540		
2	18336	19796	21606	19720	21280	23040		
3	18776	20236	22046	20160	21720	23580		
4	19216	20676	22486	20600	22160	24020		
5	19656	21166	22926	21090	22700	24460		
6	20096	21656	23416	21530	23190	25000		
7	20636	22096	23906	22020	23630	25490		
8	21076	22636	24346	22460	24120	25930		
9	21598	23076	24886	22983	24560	26420		
10	22121	23598	25326	23505	25083	26910		
11	22716	24121	25858	24100	25605	27433		
12	23399	24816	26371	24606	26300	27955		
13	24031	25499	27066	25140	26806	28650		
14	24636	26131	27749	25673	27340	29156		
15	25186	26736	28381	26223	27873	29690		
16	25791	27286	28986	26966	28423	30223		

1984-85 Supermaximum for Teachers at or above Step 16 during 1983-84 are as follows: MA \$1900 and MA+30 \$2000

1985-86 Supermaximum for Teachers at or above Step 16 during 1984-85 are as follows: MA \$2000 and MA+30 \$2100

1986-87 Supermaximum for Teachers at or above Step 16 during 1985-86 are as follows: MA \$2100 and MA+30 \$2200

Longevity amounts for total years in Education are as follows: 18-20 years \$100, 21-25 years \$200, 26-30 years \$300, 31-35 years \$400, 36-40 years \$500, 41 years & over \$600

HACKETTSTOWN MAINTENANCE SALARY GUIDE

	LEAO MAINTENANCE				MAINTENANCE - BLACK SEAL				MAINTENANCE			
	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87	1984-85	1985-86	1984-85	1985-86	1986-87	1986-87
1	13616	14484	15352	11941	12809	13677	11351	12119	11351	12119	12887	12887
2	13948	14816	15684	12273	13141	14009	11683	12451	11683	12451	13219	13219
3	14280	15148	16016	12605	13473	14341	12015	12783	12015	12783	13551	13551
4	14612	15480	16348	12937	13805	14673	12347	13115	12347	13115	13883	13883
5	14944	15812	16680	13269	14137	15005	12679	13447	12679	13447	14215	14215
6	15276	16144	17012	13601	14469	15337	13011	13779	13011	13779	14547	14547
7	15608	16476	17344	13933	14801	15669	13343	14111	13343	14111	14879	14879
8	15940	16808	17676	14265	15133	16001	13675	14443	13675	14443	15211	15211
9	16272	17140	18008	14597	15465	16333	14007	14775	14007	14775	15543	15543
10	16604	17472	18340	14929	15797	16665	14339	15107	14339	15107	15875	15875
11	16936	17804	18672	15216	16129	16997	14671	15439	14671	15439	16207	16207
12	17268	18136	19004	15593	16416	17329	15003	15771	15003	15771	16539	16539
13	17600	18468	19336	15925	16793	17616	15335	16103	15335	16103	16871	16871
14	17932	18800	19668	16257	17125	17993	15667	16435	15667	16435	17203	17203
15	18264	19132	20000									
16	18596	19464	20332									

"Above Guide" Amounts to be added to previous year's salary are as follows for each year of Agreement

Lead Maintenance \$1390

Maintenance & Black Seal \$1200

Maintenance \$1200

HACKETTSTOWN CUSTODIAN SALARY GUIDE

	LEAD CUSTODIANS										CUSTODIANS				
	SQUARE FOOTAGE OF BUILDINGS														
	30-60,000		60-90,000		OVER 90,000										
	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87	1984-85	1985-86	1986-87
1	12430	13298	14165	12827	13695	14563	13226	14094	14962	11007	11775	12542	12867	13611	14478
2	12762	13630	14499	13159	14027	14895	13558	14426	15294	11339	12107	12875	13207	14074	14942
3	13094	13962	14830	13491	14359	15227	13890	14758	15626	11671	12439	13207	13740	14606	15478
4	13426	14294	15162	13823	14691	15559	14222	15090	15958	12003	12771	13539	14074	14942	15810
5	13758	14626	15494	14155	15023	15891	14554	15422	16290	12335	13103	13871	14738	15606	16476
6	14090	14958	15826	14487	15355	16223	14886	15754	16622	12657	13435	14203	15070	15938	16806
7	14422	15290	16159	14819	15687	16555	15218	16086	16954	12999	13767	14535	15402	16270	17138
8	14754	15622	16490	15151	16019	16887	15550	16418	17286	13331	14099	14867	15734	16602	17470
9	15085	15954	16822	15482	16351	17219	15882	16750	17618	13663	14431	15199	16066	16934	17802
10	15417	16285	17154	15815	16682	17551	16214	17082	17950	13995	14763	15531	16400	17268	18136
11	15749	16617	17485	16146	17015	17882	16546	17414	18282	14327	15095	15863	16730	17598	18466
12	16081	16949	17817	16478	17346	18215	16878	17746	18614	14659	15427	16195	17062	17930	18800
13	16412	17281	18149	16810	17678	18546	17210	18078	18946	14991	15759	16527	17400	18268	19136
14	16744	17612	18481	17142	18010	18878	17542	18410	19278	15323	16091	16859	17726	18594	19462
15				17474	18342	19210	17874	18742	19610						
16				17806	18674	19542	18206	19074	19942						

"Above Guide" Amounts to be added to previous year's salary are as follows for each year of Agreement

Lead Custodians \$1240

Custodians \$1160

HACKETTSTOWN

ATHLETIC ACTIVITY SALARY RANGES

	1984-85	1985-86	1986-87
Athletic Director	2226-3710	2360-3927	2501-4169
(Summer)	+600	+600	+600
Football, Head	1937-2915	1629-3090	1727-3275
Football, Asst.	1034-1882	1096-1994	1161-2114
Football, Asst.	1034-1882	1096-1994	1161-2114
Football, Asst.	1034-1882	1096-1994	1161-2114
Football, Asst.	1034-1882	1096-1994	1161-2114
Football, Asst.	1034-1882	1096-1994	1161-2114
Cross Country (Boys)	1034-1882	1096-1994	1161-2114
Cross Country (Girls)	1034-1882	1096-1994	1161-2114
Soccer, Head	1537-2915	1629-3090	1727-3275
Soccer, Asst.	1034-1882	1096-1994	1161-2114
Soccer, Asst.	1034-1882	1096-1994	1161-2114
Field Hockey, Head	1537-2915	1629-3090	1727-3275
Field Hockey, Asst.	1034-1882	1096-1994	1161-2114
Cheering, Head (per season)	848-1696	899-1798	953-1906
Cheering, Asst. (per season)	742-1484	787-1573	834-1667
Cheering, Asst. (per season)	742-1484	787-1573	834-1667
Gymnastics, Head	1034-1882	1096-1994	1161-2114
Gymnastics, Asst.	822-1564	871-1657	933-1757
Wrestling, Head	1537-2915	1629-3090	1727-3275
Wrestling, Asst.	1034-1882	1096-1994	1161-2114
Basketball, Head (Boys)	1534-2915	1629-3090	1727-3275
Basketball, Asst. (Boys)	1034-1882	1096-1994	1161-2114
Basketball, Asst. (Boys)	1034-1882	1096-1994	1161-2114
Basketball, Head (Girls)	1534-2915	1629-3090	1727-3275
Basketball, Asst. (Girls)	1034-1882	1096-1994	1161-2114
Basketball, Asst. (Girls)	1034-1882	1096-1994	1161-2114
Track, Head (Boys)	1537-2915	1629-3090	1727-3275
Track, Asst. (Boys)	1034-1882	1096-1994	1161-2114
Track, Head (Girls)	1537-2915	1629-3090	1727-3275
Track, Asst. (Girls)	1034-1882	1096-1994	1161-2114
Baseball, Head	1537-2915	1629-3090	1727-3275
Baseball, Asst.	1034-1882	1096-1994	1161-2114
Baseball, Asst.	1034-1882	1096-1994	1161-2114
Baseball, Asst.	1034-1882	1096-1994	1161-2114
Softball, Head	1537-2915	1629-3090	1727-3275
Softball, Asst.	1034-1882	1096-1994	1161-2114
Softball, Asst.	1034-1882	1096-1994	1161-2114
Fencing	1034-1882	1096-1994	1161-2114
Golf	1034-1882	1096-1994	1161-2114
Equipment Manager	1034-1882	1096-1994	1161-2114
Trainer (Fall)	1034-1882	1096-1994	1161-2114
Trainer (Winter)	822-1564	871-1657	933-1757
Trainer (Spring)	822-1564	871-1657	933-1757
Business Manager	1034-1882	1096-1994	1161-2114
Marching Band	1034-1882	1096-1994	1161-2114
Band Front Coordinator	742-1484	787-1573	834-1667
Band Front, Asst.	477-1007	506-1067	536-1131

HACKETTSTOWN
MIDDLE AND ELEMENTARY SCHOOLS

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
<u>MIDDLE SCHOOL</u>			
Hackettes	\$500	\$575	\$650
Band Director	950	1025	1100
Asst. Band Director	500	575	650
Newspaper	475	550	625
Student Council	475	550	625
Safety Patrol	600	675	750
Girls Gymnastics	500	575	650
Yearbook	475	550	625
Chorus Director	475	550	625

HATCHERY HILL

Gymnastics	400	475	550
Safety Patrol	400	475	550

WILLOW GROVE

Gymnastics	400	475	550
Safety Patrol	400	475	550

Salary increases within range each year of Agreement are to be 6.0% previous year salary in position plus \$100 up to limit of range.

Longevity Scale: 10 yrs. - \$100, 15 yrs. - \$200, 20 yrs. - \$300,
25 yrs. - \$400, 30 yrs. - \$500.

One year of longevity is acquired by completing a coaching assignment during one school year. (Coaching two or more sports in one school year will not afford more than one year of credit toward longevity in each sport.) A person who has gained longevity under any previous arrangement will not forfeit longevity payment eligibility under terms of this contract. Coaches shall be paid twice during each season.

HACKETTSTOWN

STUDENT ACTIVITIES SALARY RANGES

	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
<u>HIGH SCHOOL</u>			
Chess	\$477-1007	\$506-1067	\$536-1131
Chorus	742-1484	787-1573	834-1667
Drama	742-1484	787-1573	834-1667
Newspaper	742-1484	787-1573	834-1667
Oracle	742-1484	787-1573	834-1667
Key Club	477-1007	506-1067	536-1131
Student Government	477-1007	506-1067	536-1131
Junior Prom Adviser	477-1007	506-1067	536-1131
Class Advisor	477-583	506-618	536-655

Salary increases within range each year of Agreement for all High School student activities except class advisor are to be 6.0% of previous year salary in position plus \$100 (with minimum increase to be \$150) up to limit of range. For class advisor, salary increase within range each year of Agreement is to be 6.0% of previous year salary in position plus \$25 (with minimum increase to be \$75) up to limit of range.

MEMORANDUM OF AGREEMENT

It is agreed that the Hackettstown Board of Education shall contract with the New Jersey Dental Services Plan, Inc., to provide employee dental care insurance effective with the 1985-86 school year and family coverage for the 1986-87 school year.

Dental care provisions of coverage shall be as described in the attachment.

The dental insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal or better than the one currently in existence.

It is further agreed that the maximum cost to the Board of Education shall be \$21,500 for the 1985-86 school year and \$46,500 for the 1986-87 school year.

For the Association

For the Board

Sam C. Ellis
President

Paul D. Maize
President

Claude A. Buchman
Chairman --
Negotiations Comm.

Craig Wundack
Chairman --
Negotiations Comm.

MEMORANDUM OF AGREEMENT

The Hackettstown Board of Education and the Hackettstown Education Association agree that James Funcheon, in his assignment as Director of Guidance, is to be employed on a ten (10) month basis. It is to be understood, however, that as Director of Guidance Mr. Funcheon's contract will include an eleventh month of employment. His salary for this ten (10) month-plus one (1) agreement will be paid over a twelve month period, as has been the case during the time he has served as Director of Guidance. Said salary shall be computed as a single sum for the purpose of pension and retirement.

It is further understood that this agreement is not an action which may be construed as precedent, and it is also understood that the Board continues to maintain the right to employ full time teachers on the basis of ten (10) month contracts with separately contracted appointment for additional duties.

This Agreement shall be in effect July 1, 1984 and continue in effect through June 30, 1987.

For the Association

James C. Kelly
President

Claude G. Buchman
Chairman --
Negotiations Comm.

For the Board

Gerald DiMaio
President

Craig Wunderly
Chairman --
Negotiations Comm.